

# EXHIBIT A

— — LAWYERS



## Davis Wright Tremaine LLP

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March 28, 2006

### PRIVILEGED/ATTORNEY-CLIENT CORRESPONDENCE TO BE OPENED IN PRESENCE OF INMATE ONLY

Aaron Hicks  
#12377-006  
FCC U.S.P.  
P.O. Box 1033  
Coleman, FL 33521

Re: NEW Engagement of Davis Wright Tremaine LLP

Dear Mr. Hicks:

This letter confirms that Davis Wright Tremaine LLP will be representing you in the legal matter described below.

#### Scope of Representation.

I will be representing you in connection with your appeal to the Ninth Circuit of the Alaska District Court's Order Granting in Part and Denying in Part your Motion to Reduce Sentence Pursuant to 18 U.S.C. § 3582(c)(2).

I expect that my services will include legal research and brief drafting, as well as other action that becomes proper and necessary, such as presenting oral argument. I will represent you through the completion of the appeal above, after which I will withdraw and no longer represent you.

In addition, and as you and I have discussed, we cannot and do not guarantee that this appeal will be successful. We are pursuing this appeal solely at your request.

SEA 1772883v1 50062-81237  
03/28/06  
Seattle

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### **Engagement Terms.**

Based on our prior representation of you, you should have already received a copy of Davis Wright Tremaine LLP's *Standard Terms of Engagement for Legal Services*, which describes in greater detail the basis on which we provide legal services to our clients. I have enclosed another copy for your reference. As supplemented by this letter, the *Standard Terms of Engagement* constitutes our engagement agreement. Therefore, we ask that you review it carefully and contact us promptly if you have any questions about our relationship.

### **Charges for Legal Services and Costs**

In addition to myself, other attorneys or members of our staff may assist me on your case. Because I understand that you do not have the financial means to pay for legal representation in this matter, I have agreed to represent you on a pro bono basis as long as you are eligible for such services. That means that you will not be responsible for paying the legal fees of the Davis Wright Tremaine attorneys or in-house staff that work on this matter of your appeal. You are, however, still fully responsible for paying the legal fees incurred in our representation of you in regard to the Motion to Reduce Term of Imprisonment Pursuant to 18 U.S.C. § 3582(c)(2). Our agreement to represent you pro bono in this appeal of that motion has no effect on your responsibility to pay the legal costs for our services rendered in conjunction with the motion.

To the extent attorney fees are awarded to you by the court or otherwise recovered in settlement, these fees will be payable to Davis Wright Tremaine up to the standard billable value of the services provided. The value of these services will be computed for each lawyer or para-professional by multiplying his or her standard hourly rate by the number of hours he or she spent on this case. The subtotals will then be aggregated.

You will be responsible for paying our out-of-pocket expenses as they are billed. These would include charges we are assessed, such as process service or messenger fees, for services that we request on your behalf. Any award of costs shall be used to reimburse any person who paid for such costs. Based on my information about this matter to date, the only significant expense that will be incurred is the \$255.00 fee to file your Notice of Appeal.

If the court awards costs and or attorney fees against you, you are responsible for payment of such award. You are also responsible for paying, and will indemnify and hold my firm and me harmless from any fines, penalties, fees, or other damages assessed against you personally or against me because of your acts, failure to act, or noncooperation in this matter.

You realize that you are under no obligation whatsoever to use this firm in connection with the above-described action. You are free at any time to terminate my services. If you terminate my services, you remain responsible for the obligations described above.

I may terminate this agreement under the following circumstances: (a) if you fail to cooperate in the appeal of the case; (b) if a conflict of interest is uncovered; (c) if I become unable to

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complete the case for reasons of illness, firm policy, relocation or other reasonable cause. If I withdraw, I will do so in accordance with applicable ethical and court rules. I will also discuss such withdrawal with you prior to withdrawing.

If the terms of this engagement are acceptable to you, please date and sign the enclosed copy and return it in the enclosed self-addressed envelope. Please contact me promptly if you have any questions about our relationship, or this letter.

I am pleased to represent you in this matter. I and my firm will do our best to provide you with high quality legal counsel. It is important for us to know how our clients feel about the services we provide. If you ever feel that we are not meeting this commitment or you have other questions about our relationship, please do not hesitate to call me, or our Managing Partner, Richard D. Ellingsen. I look forward to representing you.

Very truly yours,

Davis Wright Tremaine LLP

A handwritten signature in cursive script that reads "Lissa Wolfendale Shook".

Lissa Wolfendale Shook

I HAVE READ AND UNDERSTOOD THE ABOVE TERMS AND, WITH MY SIGNATURE BELOW, I AGREE TO THOSE TERMS.

A handwritten signature in cursive script that reads "Aaron G. Hicks".  
\_\_\_\_\_  
Aaron Hicks

Date: 4-3-06